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Letter dated 13 January 2012 from the Permanent Representative of Switzerland to the United Nations addressed to the Secretary-General

I am pleased to inform you that, on 9 November 2010, some 60 private security companies signed an "international code of conduct for private security service providers" (see annex), in which they undertook to respect human rights and humanitarian law in their activities. This initiative, the first of its kind, was launched jointly by Switzerland and industry associations, with the support of major Government clients, humanitarian organizations and civil society.

The code of conduct was developed in order to improve industry standards and ensure that private security companies respect human rights and humanitarian law. As non-State actors such as security companies are playing an increasingly significant role in conflict situations, it is essential that these companies undertake to abide by and respect international norms, in order to ensure that human rights and humanitarian law are strengthened.

The code of conduct is based on the Montreux Document on pertinent international legal obligations and good practices for States related to operations of private military and security companies during armed conflict, signed on 17 September 2008, the first international document that describes the international law applicable to the activities of military and private security companies in areas of armed conflict, and that is intended to promote respect for international humanitarian law and international human rights law.

I trust that the code of conduct will be of interest to all States, and should be grateful if you would have the present letter and its annex circulated as a document of the General Assembly, under the biennial agenda item entitled "Status of the Protocols Additional to the Geneva Conventions of 1949 and relating to the protection of victims of armed conflicts", and of the Security Council, as the

* A/67/50.

international process is related to the question of protection of civilians in armed conflicts and was mentioned in paragraph 28 of the report to the Security Council on this topic (S/2010/579).

(*Signed*) Paul **Seger**
Ambassador
Permanent Representative

Annex to the letter dated 13 January 2012 from the Permanent Representative of Switzerland to the United Nations addressed to the United Nations Secretary-General

[Original: English, French and Spanish]

International Code of Conduct for Private Security Service Providers

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A. Preamble

1. Private Security Companies and other Private Security Service Providers (collectively "PSCs") play an important role in protecting state and non-state clients engaged in relief, recovery, and reconstruction efforts, commercial business operations, diplomacy and military activity. In providing these services, the activities of PSCs can have potentially positive and negative consequences for their clients, the local population in the area of operation, the general security environment, the enjoyment of human rights and the rule of law.

2. The *Montreux Document On Pertinent International Legal Obligations and Good Practices for States Related to Operations of Private Military and Security Companies During Armed Conflict* recognizes that well-established rules of international law apply to States in their relations with private security service providers and provides for good practices relating to PSCs. The "Respect, Protect, Remedy" framework developed by the Special Representative of the United Nations (UN) Secretary-General on Business and Human Rights, and welcomed by the UN Human Rights Council, entails acting with due diligence to avoid infringing the rights of others.

3. Building on these foundations, the Signatory Companies to this International Code of Conduct for Private Security Service Providers (the "Code") endorse the principles of the Montreux Document and the aforementioned "Respect, Protect, Remedy" framework as they apply to PSCs. In so doing, the Signatory Companies commit to the responsible provision of Security Services so as to support the rule of law, respect the human rights of all persons, and protect the interests of their clients.

4. The Signatory Companies affirm that they have a responsibility to respect the human rights of, and fulfil humanitarian responsibilities towards, all those affected by their business activities, including Personnel, Clients, suppliers, shareholders, and the population of the area in which services are provided. The Signatory Companies also recognize the importance of respecting the various cultures encountered in their work, as well as the individuals they come into contact with as a result of those activities.

5. The purpose of this Code is to set forth a commonly-agreed set of principles for PSCs and to establish a foundation to translate those principles into related standards as well as governance and oversight mechanisms.

6. Signatory Companies commit to the following, as set forth in this Code:

(a) to operate in accordance with this Code;

(b) to operate in accordance with applicable laws and regulations, and in accordance with relevant corporate standards of business conduct;

(c) to operate in a manner that recognizes and supports the rule of law; respects human rights, and protects the interests of their clients;

(d) to take steps to establish and maintain an effective internal governance framework in order to deter, monitor, report, and effectively address adverse impacts on human rights;

(e) to provide a means for responding to and resolving allegations of activity that violates any applicable national or international law or this Code; and

(f) to cooperate in good faith with national and international authorities exercising proper jurisdiction, in particular with regard to national and international investigations of violations of national and international criminal law, of violations of international humanitarian law, or of human rights abuses.

7. Those establishing this Code recognize that this Code acts as a founding instrument for a broader initiative to create better governance, compliance and accountability. Recognizing that further effort is necessary to implement effectively the principles of this Code, Signatory Companies accordingly commit to work with states, other Signatory Companies, Clients and other relevant stakeholders after initial endorsement of this Code to, within 18 months:

(a) Establish objective and measurable standards for providing Security Services based upon this Code, with the objective of realizing common and internationally-recognized operational and business practice standards; and

(b) Establish external independent mechanisms for effective governance and oversight, which will include Certification of Signatory Companies' compliance with the Code's principles and the standards derived from the Code, beginning with adequate policies and procedures, Auditing and Monitoring of their work in the field, including Reporting, and execution of a mechanism to address alleged violations of the Code's principles or the standards derived from the Code,

and thereafter to consider the development of additional principles and standards for related services, such as training of external forces, the provision of maritime security services and the participation in operations related to detainees and other protected persons.

8. Signature of this Code is the first step in a process towards full compliance. Signatory Companies need to: (1) establish and/or demonstrate internal processes to meet the requirements of the Code's principles and the standards derived from the Code; and (2) once the governance and oversight mechanism is established, become certified by and submit to ongoing independent Auditing and verification by that mechanism. Signatory Companies undertake to be transparent regarding their progress towards implementing the Code's principles and the standards derived from the Code. Companies will not claim they are certified under this Code until Certification has been granted by the governance and oversight mechanism as outlined below.

B. Definitions

These definitions are only intended to apply exclusively in the context of this Code.

Auditing — a process through which independent auditors, accredited by the governance and oversight mechanism, conduct on-site audits, including in the field, on a periodic basis, gathering data to be reported to the governance and oversight mechanism which will in turn verify whether a Company is meeting requirements and if not, what remediation may be required.

Certification — a process through which the governance and oversight mechanism will certify that a Company's systems and policies meet the Code's principles and the standards derived from the Code and that a Company is undergoing Monitoring,

Auditing, and verification, including in the field, by the governance and oversight mechanism. Certification is one element of a larger effort needed to ensure the credibility of any Implementation and oversight initiative.

Client — an entity that hires, has formerly hired, or intends to hire a PSC to perform Security Services on its behalf, including, as appropriate, where such a PSC subcontracts with another Company.

Company — any kind of business entity or form, such as a sole proprietorship, partnership, company (whether public or private), or corporation, and "Companies" shall be interpreted accordingly.

Competent Authority — any state or intergovernmental organization which has jurisdiction over the activities and/or persons in question and "Competent Authorities" shall be interpreted accordingly.

Complex Environments — any areas experiencing or recovering from unrest or instability, whether due to natural disasters or armed conflicts, where the rule of law has been substantially undermined, and in which the capacity of the state authority to handle the situation is diminished, limited, or non-existent.

Implementation — the introduction of policy, governance and oversight mechanisms and training of Personnel and/or subcontractors by Signatory Companies, necessary to demonstrate compliance with the Code's principles and the standards derived from this Code.

Monitoring — a process for gathering data on whether Company Personnel, or subcontractors, are operating in compliance with the Code's principles and standards derived from this Code.

Personnel — persons working for a PSC, whether as employees or under a contract, including its staff, managers and directors. For the avoidance of doubt, persons are considered to be personnel if they are connected to a PSC through an employment contract (fixed term, permanent or open-ended) or a contract of assignment (whether renewable or not), or if they are independent contractors, or temporary workers and/or interns (whether paid or unpaid), regardless of the specific designation used by the Company concerned.

Private Security Companies and Private Security Service Providers (collectively "PSCs") — any Company (as defined in this Code) whose business activities include the provision of Security Services either on its own behalf or on behalf of another, irrespective of how such Company describes itself.

Reporting — a process covered by necessary confidentiality and nondisclosure arrangements through which companies will submit to a governance and oversight mechanism a written assessment of their performance pursuant to a transparent set of criteria established by the mechanism.

Security Services — guarding and protection of persons and objects, such as convoys, facilities, designated sites, property or other places (whether armed or unarmed), or any other activity for which the Personnel of Companies are required to carry or operate a weapon in the performance of their duties.

Signatory Companies — are PSCs that have signed and agreed to operate in compliance with the Code's principles and the standards derived from the Code and "Signatory Company" shall be interpreted accordingly.

C. Implementation

9. In recognition of the additional steps to be taken to support the Implementation of this Code — in particular the development of standards based on the Code ("standards") and an independent governance and oversight mecl ism ("the mechanism") as outlined in the Preamble — Signatory Companies intend to, along with other interested stakeholders, convene regularly to review progress toward those steps.

10. Upon signature of the Code, Signatory Companies and other stakeholders will undertake to work with national standards bodies as appropriate to develop standards, with the intent that any national standards would eventually be harmonized in an international set of standards based on the Code.

11. Upon signature of the Code, Signatory Companies and other stakeholders will appoint a multi-stakeholder steering committee of 6-9 members who will function as a "temporary board". This steering committee will be responsible for developing and documenting the initial arrangements for the independent governance and oversight mechanism, including by-laws or a charter which will outline mandate and governing policies for the mechanism. The Steering Committee will endeavour to complete a work plan for constituting the mechanism before the end of March 2011, and further to develop the bylaws/charter by the end of July 2011 and an operational plan before the end of November 2011.

12. After the independent governance and oversight mechanism has been constituted (by the adoption of bylaws/charter), the governance and oversight mechanism shall accept responsibility for maintenance and administration of the Code, and shall determine whether and how it is appropriate for the mechanism and standards to be reflected in the text of the Code itself.

D. General Provisions

13. This Code articulates principles applicable to the actions of Signatory Companies while performing Security Services in Complex Environments.

14. This Code complements and does not replace the control exercised by Competent Authorities, and does not limit or alter applicable international law or relevant national law. The Code itself creates no legal obligations and no legal liabilities on the Signatory Companies, beyond those which already exist under national or international law. Nothing in this Code shall be interpreted as limiting or prejudicing in any way existing or developing rules of international law.

15. This Code may be modified in accordance with procedures to be established by the governance and oversight mechanism.

E. General Commitments

16. Signatory Companies agree to operate in accordance with the principles contained in this Code. Signatory Companies will require that their Personnel, and all subcontractors or other parties carrying out Security Services under Signatory Company contracts, operate in accordance with the principles contained in this Code.

17. Signatory Companies will implement appropriate policies and oversight with the intent that the actions of their Personnel comply at all times with the principles contained herein.

18. Signatory Companies will make compliance with this Code an integral part of contractual agreements with Personnel and subcontractors or other parties carrying out Security Services under their contracts.

19. Signatory Companies will adhere to this Code, even when the Code is not included in a contractual agreement with a Client.

20. Signatory Companies will not knowingly enter into contracts where performance would directly and materially conflict with the principles of this Code, applicable national or international law, or applicable local, regional and international human rights law, and are not excused by any contractual obligation from complying with this Code. To the maximum extent possible, Signatory Companies will interpret and perform contracts in a manner that is consistent with this Code.

21. Signatory Companies will comply, and will require their Personnel to comply, with applicable law which may include international humanitarian law, and human rights law as imposed upon them by applicable national law, as well as all other applicable international and national law. Signatory Companies will exercise due diligence to ensure compliance with the law and with the principles contained in this Code, and will respect the human rights of persons they come into contact with, including, the rights to freedom of expression, association, and peaceful assembly and against arbitrary or unlawful interference with privacy or deprivation of property.

22. Signatory Companies agree not to contract with, support or service any government, person, or entity in a manner that would be contrary to United Nations Security Council sanctions. Signatory Companies will not, and will require that their Personnel do not, participate in, encourage, or seek to benefit from any national or international crimes including but not limited to war crimes, crimes against humanity, genocide, torture, enforced disappearance, forced or compulsory labour, hostage-taking, sexual or gender-based violence, human trafficking, the trafficking of weapons or drugs, child labour or extrajudicial, summary or arbitrary executions.

23. Signatory Companies will not, and will require that their Personnel do not, invoke contractual obligations, superior orders or exceptional circumstances such as an armed conflict or an imminent armed conflict, a threat to national or international security, internal political instability, or any other public emergency, as a justification for engaging in any of the conduct identified in paragraph 22 of this Code.

24. Signatory Companies will report, and will require their Personnel to report, known or reasonable suspicion of the commission of any of the acts identified in paragraph 22 of this Code to the Client and one or more of the following: the Competent Authorities in the country where the act took place, the country of nationality of the victim, or the country of nationality of the perpetrator.

25. Signatory Companies will take reasonable steps to ensure that the goods and services they provide are not used to violate human rights law or international humanitarian law, and such goods and services are not derived from such violations.

26. Signatory Companies will not, and will require that their Personnel do not, consistent with applicable national and international law, promise, offer, or give to any public official, directly or indirectly, anything of value for the public official himself or herself or another person or entity, in order that the public official act or refrain from acting in the exercise of his or her official duties if such inducement is illegal. Signatory Companies will not, and will require their Personnel do not, solicit or accept, directly or indirectly, anything of value in exchange for not complying with national and international law and/or standards, or with the principles contained within this Code.

27. Signatory Companies are responsible for establishing a corporate culture that promotes awareness of and adherence by all Personnel to the principles of this Code. Signatory Companies will require their Personnel to comply with this Code, which will include providing sufficient training to ensure Personnel are capable of doing so.

F. Specific Principles Regarding the Conduct of Personnel

General Conduct

28. Signatory Companies will, and will require their Personnel to, treat all persons humanely and with respect for their dignity and privacy and will report any breach of this Code.

Rules for the Use of Force

29. Signatory Companies will adopt Rules for the Use of Force consistent with applicable law and the minimum requirements contained in the section on Use of Force in this Code and agree those rules with the Client.

Use of Force

30. Signatory Companies will require their Personnel to take all reasonable steps to avoid the use of force. If force is used, it shall be in a manner consistent with applicable law. In no case shall the use of force exceed what is strictly necessary, and should be proportionate to the threat and appropriate to the situation.

31. Signatory Companies will require that their Personnel not use firearms against persons except in self-defence or defence of others against the imminent threat of death or serious injury, or to prevent the perpetration of a particularly serious crime involving grave threat to life.

32. To the extent that Personnel are formally authorized to assist in the exercise of a state's law enforcement authority, Signatory Companies will require that their use of force or weapons will comply with all national and international obligations applicable to regular law enforcement officials of that state and, as a minimum, with the standards expressed in the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (1990).

Detention

33. Signatory Companies will only, and will require their Personnel will only, guard, transport, or question detainees if: (a) the Company has been specifically

contracted to do so by a state; and (b) its Personnel are trained in the applicable national and international law. Signatory Companies will, and will require that their Personnel, treat all detained persons humanely and consistent with their status and protections under applicable human rights law or international humanitarian law, including in particular prohibitions on torture or other cruel, inhuman or degrading treatment or punishment.

Apprehending Persons

34. Signatory Companies will, and will require their Personnel to, not take or hold any persons except when apprehending persons to defend themselves or others against an imminent threat of violence, or following an attack or crime committed by such persons against Company Personnel, or against clients or property under their protection, pending the handover of such detained persons to the Competent Authority at the earliest opportunity. Any such apprehension must be consistent with applicable national or international law and be reported to the Client without delay. Signatory Companies will, and will require that their Personnel to, treat all apprehended persons humanely and consistent with their status and protections under applicable human rights law or international humanitarian law, including in particular prohibitions on torture or other cruel, inhuman or degrading treatment or punishment.

Prohibition of Torture or Other Cruel, Inhuman or Degrading Treatment or Punishment

35. Signatory Companies will not, and will require that their Personnel not, engage in torture or other cruel, inhuman or degrading treatment or punishment. For the avoidance of doubt, torture and other cruel, inhuman or degrading treatment or punishment, as referred to here, includes conduct by a private entity which would constitute torture or other cruel, inhuman or degrading treatment or punishment if committed by a public official.

36. Contractual obligations, superior orders or exceptional circumstances such as an armed conflict or an imminent armed conflict, a threat to national or international security, internal political instability, or any other public emergency, can never be a justification for engaging in torture or other cruel, inhuman or degrading treatment or punishment.

37. Signatory Companies will, and will require that their Personnel, report any acts of torture or other cruel, inhuman or degrading treatment or punishment, known to them, or of which they have reasonable suspicion. Such reports will be made to the Client and one or more of the following: the competent authorities in the country where the acts took place, the country of nationality of the victim, or the country of nationality of the perpetrator.

Sexual Exploitation and Abuse or Gender-Based Violence

38. Signatory Companies will not benefit from, nor allow their Personnel to engage in or benefit from, sexual exploitation (including, for these purposes, prostitution) and abuse or gender-based violence or crimes, either within the Company or externally, including rape, sexual harassment, or any other form of sexual abuse or violence. Signatory Companies will, and will require their Personnel

to, remain vigilant for all instances of sexual or gender-based violence and, where discovered, report such instances to competent authorities.

Human Trafficking

39. Signatory Companies will not, and will require their Personnel not to, engage in trafficking in persons. Signatory Companies will, and will require their Personnel to, remain vigilant for all instances of trafficking in persons and, where discovered, report such instances to Competent Authorities. For the purposes of this Code, human trafficking is the recruitment, harbouring, transportation, provision, or obtaining of a person for (1) a commercial sex act induced by force, fraud, or coercion, or in which the person induced to perform such an act has not attained 18 years of age; or (2) labour or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.

Prohibition of Slavery and Forced Labour

40. Signatory Companies will not use slavery, forced or compulsory labour, or be complicit in any other entity's use of such labour.

Prohibition on the Worst Forms of Child Labour

41. Signatory Companies will respect the rights of children (anyone under the age of 18) to be protected from the worst forms of child labour, including:

(a) all forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in provision of armed services;

(b) the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances;

(c) the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs;

(d) work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

Signatory Companies will, and will require their Personnel to, report any instances of the activities referenced above that they know of, or have reasonable suspicion of, to Competent Authorities.

Discrimination

42. Signatory Companies will not, and will require that their Personnel do not, discriminate on grounds of race, colour, sex, religion, social origin, social status, indigenous status, disability, or sexual orientation when hiring Personnel and will select Personnel on the basis of the inherent requirements of the contract.

Identification and Registering

43. Signatory Companies, to the extent consistent with reasonable security requirements and the safety of civilians, their Personnel and Clients, will:

(a) require all Personnel to be individually identifiable whenever they are carrying out activities in discharge of their contractual responsibilities;

(b) ensure that their vehicles are registered and licensed with the relevant national authorities whenever they are carrying out activities in discharge of their contractual responsibilities; and

(c) will ensure that all hazardous materials are registered and licensed with the relevant national authorities.

G. Specific Commitments Regarding Management And Governance

Incorporation of the Code into Company Policies

44. Signatory Companies will incorporate this Code into Company policies and internal control and compliance systems and integrate it into all relevant elements of their operations.

Selection and Vetting of Personnel

45. Signatory Companies will exercise due diligence in the selection of Personnel, including verifiable vetting and ongoing performance review of their Personnel. Signatory Companies will only hire individuals with the requisite qualifications as defined by the applicable contract, applicable national law and industry standards, and the principles contained in this Code.

46. Signatory Companies will not hire individuals under the age of 18 years to carry out Security Services.

47. Signatory Companies will assess and ensure the continued ability of Personnel to perform their duties in accordance with the principles of this Code and will regularly evaluate Personnel to ensure that they meet appropriate physical and mental fitness standards to perform their contracted duties.

48. Signatory Companies will establish and maintain internal policies and procedures to determine the suitability of applicants, or Personnel, to carry weapons as part of their duties. At a minimum, this will include checks that they have not:

(a) been convicted of a crime that would indicate that the individual lacks the character and fitness to perform security services pursuant to the principles of this Code;

(b) been dishonourably discharged;

(c) had other employment or engagement contracts terminated for documented violations of one or more of the principles contained in this Code; or

(d) had a history of other conduct that, according to an objectively reasonable standard, brings into question their fitness to carry a weapon.

For the purposes of this paragraph, disqualifying crimes may include, but are not limited to, battery, murder, arson, fraud, rape, sexual abuse, organized crime, bribery, corruption, perjury, torture, kidnapping, drug trafficking or trafficking in persons. This provision shall not override any law restricting whether a crime may be considered in evaluating an applicant. Nothing in this section would prohibit a Company from utilizing more stringent criteria.

49. Signatory Companies will require all applicants to authorize access to prior employment records and available Government records as a condition for employment or engagement. This includes records relating to posts held with the military, police or public or Private Security Providers. Moreover, Signatory Companies will, consistent with applicable national law, require all Personnel to agree to participate in internal investigations and disciplinary procedures as well as in any public investigations conducted by competent authorities, except where prohibited by law.

Selection and Vetting of Subcontractors

50. Signatory Companies will exercise due diligence in the selection, vetting and ongoing performance review of all subcontractors performing Security Services.

51. In accordance with principle 13 of this Code, Signatory Companies will require that their Personnel and all subcontractors and other parties carrying out Security Services under the contract, operate in accordance with the principles contained in this Code and the standards derived from the Code. If a Company contracts with an individual or any other group or entity to perform Security Services, and that individual or group is not able to fulfil the selection, vetting and training principles contained in this Code and the standards derived from the Code, the contracting Company will take reasonable and appropriate steps to ensure that all selection, vetting and training of subcontractor's Personnel is conducted in accordance with the principles contained in this Code and the standards derived from the Code.

Company Policies and Personnel Contracts

52. Signatory Companies will ensure that their policies on the nature and scope of services they provide, on hiring of Personnel and other relevant Personnel reference materials such as Personnel contracts include appropriate incorporation of this Code and relevant and applicable labour laws. Contract terms and conditions will be clearly communicated and available in a written form to all Personnel in a format and language that is accessible to them.

53. Signatory Companies will keep employment and service records and reports on all past and present personnel for a period of 7 (seven) years. Signatory Companies will require all Personnel to authorize the access to, and retention of, employment records and available Government records, except where prohibited by law. Such records will be made available to any compliance mechanism established pursuant to this Code or Competent Authority on request, except where prohibited by law.

54. Signatory Companies will only hold passports, other travel documents, or other identification documents of their Personnel for the shortest period of time reasonable for administrative processing or other legitimate purposes. This paragraph does not prevent a Company from co-operating with law enforcement authorities in the event that a member of their Personnel is under investigation.

Training of Personnel

55. Signatory Companies will ensure that all Personnel performing Security Services receive initial and recurrent professional training and are also fully aware of this Code and all applicable international and relevant national laws, including those pertaining to international human rights, international humanitarian law, international criminal law and other relevant criminal law. Signatory Companies will maintain records adequate to demonstrate attendance and results from all professional training sessions, including from practical exercises.

Management of Weapons

56. Signatory Companies will acquire and maintain authorizations for the possession and use of any weapons and ammunition required by applicable law.

57. Signatory Companies will neither, and will require that their Personnel do not, possess nor use weapons or ammunition which are illegal under any applicable law. Signatory Companies will not, and will require that their Personnel not, engage in any illegal weapons transfers and will conduct any weapons transactions in accordance with applicable laws and UN Security Council requirements, including sanctions. Weapons and ammunition will not be altered in any way that contravenes applicable national or international law.

58. Signatory Company policies or procedures for management of weapons and ammunitions should include:

(a) secure storage;

(b) controls over their issue;

(c) records regarding to whom and when weapons are issued;

(d) identification and accounting of all ammunition; and

(e) verifiable and proper disposal.

Weapons Training

59. Signatory Companies will require that:

(a) Personnel who are to carry weapons will be granted authorization to do so only on completion or verification of appropriate training with regard to the type and model of weapon they will carry. Personnel will not operate with a weapon until they have successfully completed weapon-specific training;

(b) Personnel carrying weapons must receive regular, verifiable and recurrent training specific to the weapons they carry and rules for the use of force;

(c) Personnel carrying weapons must receive appropriate training in regard to rules on the use of force. This training may be based on a variety of relevant standards, but should be based at a minimum on the principles contained in this Code and the UN Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (1990), and national laws or regulations in effect in the area duties will be performed.

Management of Materiel of War

60. Signatory Companies will, and will require that their Personnel to, acquire and maintain all authorizations for the possession and use of any materiel of war, e.g., hazardous materials and munitions, as required by applicable law.

61. Signatory Companies will neither, and will require that their Personnel will neither, possess nor use any materiel of war, e.g., hazardous materials and munitions, which are illegal under any applicable law. Signatory Companies will not, and will require that their Personnel not engage in any illegal material transfers and will conduct any materiel of war transactions in accordance with applicable laws and UN Security Council requirements, including sanctions.

62. Signatory Company policies or procedures for management of materiel of war, e.g., hazardous materials and munitions, should include:

(a) secure storage;

(b) controls over their issue;

(c) records regarding to whom and when materials are issued; and

(d) proper disposal procedures.

Incident Reporting

63. Signatory Companies will prepare an incident report documenting any incident involving its Personnel that involves the use of any weapon, which includes the firing of weapons under any circumstance (except authorized training), any escalation of force, damage to equipment or injury to persons, attacks, criminal acts, traffic accidents, incidents involving other security forces, or such reporting as otherwise required by the Client, and will conduct an internal inquiry in order to determine the following:

(a) time and location of the incident;

(b) identity and nationality of any persons involved including their addresses and other contact details;

(c) injuries/damage sustained;

(d) circumstances leading up to the incident; and

(e) any measures taken by the Signatory Company in response to it.

Upon completion of the inquiry, the Signatory Company will produce in writing an incident report including the above information, copies of which will be provided to the Client and, to the extent required by law, to the Competent Authorities.

Safe and Healthy Working Environment

64. Signatory Companies will strive to provide a safe and healthy working environment, recognizing the possible inherent dangers and limitations presented by the local environment. Signatory Companies will ensure that reasonable precautions are taken to protect relevant staff in high-risk or life-threatening operations. These will include:

(a) assessing risks of injury to Personnel as well as the risks to the local population generated by the activities of Signatory Companies and/or Personnel;

(b) providing hostile environment training;

(c) providing adequate protective equipment, appropriate weapons and ammunition, and medical support; and

(d) adopting policies which support a safe and healthy working environment within the Company, such as policies which address psychological health, deter work-place violence, misconduct, alcohol and drug abuse, sexual harassment and other improper behaviour.

Harassment

65. Signatory Companies will not tolerate harassment and abuse of co-workers by their Personnel.

Grievance Procedures

66. Signatory Companies will establish grievance procedures to address claims alleging failure by the Company to respect the principles contained in this Code brought by Personnel or by third parties.

67. Signatory Companies will:

(a) establish procedures for their Personnel and for third parties to report allegations of improper and/or illegal conduct to designated Personnel, including such acts or omissions that would violate the principles contained in this Code. Procedures must be fair, accessible and offer effective remedies, including recommendations for the prevention of recurrence. They shall also facilitate reporting by persons with reason to believe that improper or illegal conduct, or a violation of this Code, has occurred or is about to occur, of such conduct, to designated individuals within a Company and, where appropriate, to competent authorities;

(b) publish details of their grievance mechanism on a publicly accessible website;

(c) investigate allegations promptly, impartially and with due consideration to confidentiality;

(d) keep records about any such allegations, findings or disciplinary measures. Except where prohibited or protected by applicable law, such records should be made available to a Competent Authority on request;

(e) cooperate with official investigations, and not participate in or tolerate from their Personnel, the impeding of witnesses, testimony or investigations;

(f) take appropriate disciplinary action, which could include termination of employment in case of a finding of such violations or unlawful behaviour; and

(g) ensure that their Personnel who report wrongdoings in good faith are provided protection against any retaliation for making such reports, such as shielding them from unwarranted or otherwise inappropriate disciplinary measures, and that matters raised are examined and acted upon without undue delay.

68. No provision in this Code should be interpreted as replacing any contractual requirements or specific Company policies or procedures for reporting wrongdoing.

Meeting Liabilities

69. Signatory Companies will ensure that they have sufficient financial capacity in place at all times to meet reasonably anticipated commercial liabilities for damages to any person in respect of personal injury, death or damage to property. Sufficient financial capacity may be met by customer commitments, adequate insurance coverage, (such as by employer's liability and public liability coverage appropriately sized for the scale and scope of operations of the Signatory Company) or self insurance/retention. Where it is not possible to obtain suitable insurance cover, the Signatory Company will make alternative arrangements to ensure that it is able to meet such liabilities.

H. Review

70. The Swiss Government will maintain a public list of Signatory Companies and convene an initial review conference with a view to reviewing the Code after governance and oversight mechanisms (as referenced in the Preamble and Section C "Implementation" to this Code) are developed.

Appendix I

English
[Original: French]

Companies that signed the Code at Geneva on 9 November 2010

1. Aegis Defense Services LLC
2. Aegis Defence Services Ltd.
3. Aegis Group
4. Argonautic Personal Protection & Defence Systems Ltd.
5. Blue Hackle Group LLC
6. Britam Defence Ltd.
7. Control Risks Group
8. DynCorp International
9. Edinburgh International
10. EOD Technology, Inc.
11. Evolutionary Security Management
12. G4S plc
13. Garda World Security Corporation
14. Global Strategies Group (Europe) BV
15. EHC Group LLC
16. GEOS Group
17. OROPEX Group
18. GW Consulting
19. Hart Security Ltd.
20. International Ship Security Group Holdings Ltd.
21. LandMark Security Limited
22. LSA
23. Manuel Security
24. Maritime Asset Security and Training Ltd.
25. NYA International
26. OGM International Ltd.
27. Oil Gas Maritime Int. Suisse Ltd.
28. Olive Group FZ-LLC
29. Osprey Security Services (Sierra Leone) Ltd.

30. Overseas Security & Strategic Information, Inc.
31. Pax Mondial Ltd.
32. Protection Vessels International Ltd.
33. QUEMIC
34. Reed International, Inc.
35. RISKSGROUP
36. Safenet North America LLC
37. Salama Fikira International Ltd.
38. Saracen International Ltd.
39. Saracen Uganda Ltd.
40. SOC LLC
41. Triple Canopy, Inc.
42. Triskel Services Ltd.
43. Tumas Security Consulting & Research
44. Unity Resources Group
45. Xe Services LLC

Companies that signed the code by letter on or before 9 November 2010

46. Askar Security Services Ltd.
47. Four Horsemen International
48. GCE Consultants
49. Gold Fields Protection Services
50. Higginson Associates Ltd.
51. KK Security
52. Maritime and Underwater Security Consultants
53. Marrow Alert Security Intelligence
54. Minimal Risk Consultancy Ltd.
55. Page Group Ltd.
56. Radnor Training & Security Ltd.
57. Saladin Security Ltd.
58. Tundra Strategies

Appendix II

English
[Original: French]

Private Sector Statement

9 November 2010

At a conference held in Nyon, Switzerland in June 2009, representatives of the private sector undertook to draw up an international code of conduct that built on the success of the Montreux Document, in partnership with Governments, NGOs, humanitarian organizations and other key stakeholders.

The outcome of that collaboration was the International Code of Conduct for Private Security Service Providers (ICoC), the latest version of which was presented this month in Geneva. The Code was elaborated pursuant to a series of meetings and consultations with all partners and stakeholders, and particular efforts were made to ensure its compliance with human rights and international humanitarian law. The Code will be submitted one final time to companies for review. The private sector stakeholders support an ambitious timeframe for the establishment of governance and oversight mechanisms.

The companies wish to express their gratitude to the Swiss Government for hosting and facilitating this process and for providing ongoing support, ensuring that the process was inclusive and comprehensive. We would also like to thank the British and American Governments, which energetically supported the process and ensured its success.

We commend all international security service providers that have signed the Code today.

Today, as was the case at the outset of this process, we recognize that ICoC presents an opportunity to address broader concerns while serving all our clients and governments in a transparent, professional and ethical manner.

Published by:

Pan-African Security Association (PASA)

Association internationale d'opérations de paix (IPOA)

British Association of Private Security Companies (BAPSC)

British Aerospace Defence Security (ADS)

Private Security Company Association of Iraq (PSCAI)

Security Association for the Maritime Industry (SAMI)

International Association of Maritime Security Professionals (IAMSP)